Bangalore Electricity Supply Company Limited

(Wholly Owned Govt. Of Karnataka Undertaking)

Invites

REQUEST FOR PROPOSAL (RFP)

for

"Engaging Technical manpower for GIS Cell in BESCOM"

RFP Identification No :BESCOM/2025-26/SE0388

THIS BID DOCUMENT CONTAINS FOLLOWING SECTIONS:

1	Section – I	Invitation For Bids	IFB
2	Section – II	Instruction to Bidders	ITB
3	Section – III	General Terms and Conditions of the contract	GCC
4	Section – IV	Special condition of contract	SCC
5	Section – V	Scope of Work	SOW
6	Section – VI	Forms (1to 12)	
7	Section – VII	Annexures(1 to 3)	

I. Forms (Section – VI)

Forms	**DESCRIPTION**
Form 1	No Deviation Certificate
Form 2	Technical Proposal Submission Sheet
Form 3	Price Proposal Submission Sheet
Form 4	Letter of Authority
Form 5	Template for Pre-Bid Queries
Form 6	Bidder's General Information
Form 7	Performance Bank Guarantee
Form 8	Total Responsibility Certificate
Form 9	Self-Declaration on not being blacklisted
Form 10	Format for CV of candidates
Form 11	EMD Declaration
Form 12	Land Sharing Format
Form 13	Bankers certificate

II. Annexures (Section – VII)

Sl No.	**Description**
1	Price bid
2	Checklist of documents
3	Abbreviations

Disclaimer

This Request for Proposal (RFP) is engaging technical Manpower for GIS Cell in BESCOM of Karnataka. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.
This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

SECTION - I

INVITATION FOR BIDS

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1.0 BACKGROUND

About R-APDRP

As part of distribution reforms, the Ministry of Power, Government of India launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan. To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions. The R-APDRP primarily aims at reducing Aggregate Technical and Commercial (AT&C) losses in urban areas. It is a necessary condition of the scheme that the utilities would need to demonstrate performance improvement for availing financial benefits provided under the scheme. This would require collection of accurate data and measurement of loss reduction performance. Data integrity and performance measurement pose many challenges for the state power utilities. This problem can be surmounted only by:

I. Setting up reliable and "no manual touch" systems for data collection; and
II. Adoption of Information Technology in the areas of energy accounting.

IT based systems and solutions that measure the loss levels reliably will be essential before regular distribution strengthening projects are implemented under the next phase of R-APDRP. Once the benefits of the investments can be measured, the investments would justify themselves. Projects under the R-APDRP program shall be taken up in Two Parts. Part-A shall include the projects for establishment of baseline data and IT applications for energy accounting/ auditing & IT based consumer service centres. Part-B shall include regular distribution strengthening projects. The R-APDRP program will cover urban areas – towns and cities with population of more than 30,000 (10,000 in case of special category states). MOP, GOI has appointed Power Finance Corporation as the Nodal Agency for implementing this programme.

About Bangalore Electricity Supply Company

Bangalore Electricity Supply Company hereinafter to be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. Other four ESCOM's are Gulbarga Electricity Supply Company (GESCOM), Mangalore Electricity Supply Company (MESCOM), Chamundeshwari Electricity Supply Corporation (CESC) and Hubli Electricity Supply Company (HESCOM). BESCOM is responsible for power

distribution in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara).

BESCOM supplies electricity to all categories of users they be domestic, non-domestic, small / medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchases the same and on other side distribute quality supply to all the consumers spread all across on 24x7 basis. Electricity is no more an item of luxury in fact it is a vehicle of economic development. The power distribution set up has large & complex distribution network infrastructure which carries the energy from the power sub stations (33/11 KV) through the HT and LT lines up to the consumer's premises and in order to operationalize this BESCOM has huge human capital that work round the clock. Due to various reasons the technical and commercial losses that occur in the supply of electricity affects the financial health of the BESCOM severely.

BESCOM has taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction.

Further Govt. of India has launched Integrated Power Development Scheme (IPDS) for the urban areas with component of IT enablement of distribution sector and strengthening of distribution network for completion of the targets laid down under R-APDRP for 12th and 13th Plans by subsuming R-APDRP in IPDS and carrying forward the approved outlay for RAPDRP to IPDS.

The existing scheme of R-APDRP will get subsumed in this scheme and will be continued as a separate component of IPDS for IT enablement of distribution sector in the urban areas covering 25 RAPDRP and 20 IPDS Towns.

2.0 GIS CELL OBJECTIVE

The work of updation of assets and consumers in GIS application of RAPDRP/IPDS IT Systems is centralized in BESCOM .Field officers will create the estimation in the EAMS application and send it to GIS Cell for updation through tickets. The assets are created in GIS application received through ticketing mechanism for all types of works such as self-execution,

service connection, departmentally executed works under maintenance, system improvement works etc.

2.1 Calendar of Events

Event	Date / Time
Date of availability of Bids	As per e-procurement portal
Last Date to receive Pre-Bid Query	As per e-procurement portal
Pre-Bid Meeting	As per e-procurement portal
Last date for submission of Techno-Commercial Bid	As per e-procurement portal
Opening of Techno-Commercial Bid	As per e-procurement portal

2.2 Bid Data Sheet

A. Introduction	
1	Bid Number is: BESCOM/2025-26/SE0388
2	The Purchaser is: BANGALORE ELECTRICITY SUPPLY COMPANY LTD.
3	The Name of the Bid is: Engaging technical Manpower for GIS Cell in BESCOM
B. Bidding Document	
5	To be referred to e-procurement portal
C. Preparation of Bids	
6	The language of the Bid is: English
7	The bidder shall submit all the required documents as per the checklist given.
8	Alternative Bids shall not be permitted.
9	The prices quoted by the Bidder shall be : Firm
10	Bidders shall express their bid price in INR. Wherever reference to “Rupees” or “Rs” as currency has been made; the same should be taken as “Indian Rupees”.
11	The Bid (Technical and Price) validity period shall be 180 days from the

	last date of submission of bids
12	Amount put to tender: Rs. 4.63 Cr
13	Earnest Money Deposit Payable is 1% of the total amount put to tender. For details refer EMD clause. Bidders shall upload EMD declaration as provided in Form -11.
D. Submission and Opening of Bids	
14	The identification of this bidding process is: Single stage – Two Part through e-Procurement Portal of Government of Karnataka.
15	Bid submission: through online in the e-procurement portal of Government of Karnataka.
E. Evaluation, and Comparison of Bids	
16	The method of selection is a Least Cost Based Selection (LCS).
17	The currency that shall be used for bid evaluation and comparison purposes to convert into a single currency i.e. Indian Rupees
F. Award of Contract	
18	The percentage by which Contract Value may be increased or decreased by is: 25 percent of the Contract Value.
19	The successful bidder shall furnish the required Performance Security to BESCOM within 15 days of the receipt of Letter of Intent (LoI) from BESCOM.
20	The successful bidder shall sign necessary Contract Agreement with BESCOM within 15 days from the date of issue of LoI from BESCOM.
21	In the event of contract period being extended the successful bidder shall continue to provide resources on the same terms and condition of the initial contract order.

3.0 Eligibility Criteria

Pre-Qualifying requirements for selection of Bidder are mentioned hereunder:

4.0 QUALIFYING REQUIREMENTS:

The essential minimum qualifying requirements are as under:

4.1 TECHNICAL REQUIREMENTS:

SL No	Requirement Description	Documents to be uploaded.
1.	The Bidder should be in existence of any of the following: (a) Companies incorporated in India under the Companies Act, 1956/2013 including any amendments thereto	1. Certificate of Incorporation issued by Registrar of Companies of Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the company.
		2. Annual filings (E-forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years
		3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender.
	(b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP 3. Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Govt. of India).
	(c) (i) Partnership firm under Partnership Act, 1932 in India; (ii) Sole Proprietorship Concern	1. Partnership Deed, GST Registration Certificate. 2. Shops and Establishment Registration Certificate, as applicable. 1. PAN/ Registration Certificate
2.	The bidder should have provided at least 80% (24 Nos) of manpower services of tender quantity such as Project Manager/System Analyst/ Digitizing operators/Other GIS	Relevant Work order or Purchase order or Contract Order Copies.

	expertise for GIS related works either for Government organization /PSUs /Private organization in any one of the last Five years as on the date of bid opening (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) as on the date of submission of bid.	
3.	The bidder should furnish the performance certificate issued by the authorized officials of concerned company for having provided manpower services for at least 80%(24 Nos) of tender quantity such as Project Manager/System,Analyst/Digitizing operators/Other GIS expertise for GIS related works either for Government organization /PSUs /Private organization in any one of last 5 years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25)and provided services for satisfactory operation for at least one year as on the date of opening of the bid.	1. Satisfactory Performance certificate issued by authority of rank not less than DGM/Executive Engineer of the utility 2. Relevant Work order or Purchase order or Contract Order Copies
4.	The Bidder must have valid ISO 9000:2015 or above certification.	Valid Certificate
5.	The bidder shall possess a statutory registration certificate with Government labour department.	Valid Statutory registration certificate with Government labour department i.e Form C shall be uploaded..
6.	The bidder shall have PF, ESI, INSURANCE, GST Certificate, Income Tax PAN No & GSTN Workmen Compensation Act and Factory Act Registration with competent authority and proof of such registration shall be enclosed along with the bid.	EPF Registration Number with date. ESI Registration Number with date. Income Tax Registration Number (PAN) GST Registration relevant certificates shall be uploaded
7.	The bidder shall upload an affidavit/self-declaration stating that the firm has not been blacklisted in providing services against purchase order placed by BESCOM or any other utilities as on the date of bid opening	Self-declaration by the bidder stating that they do not fall under this category.
8.	Bidder/agency should not have defaulted in providing manpower	Self-declaration certificate by the bidder on notarised stamp paper of

	services, payment of wages and remittance of EPF, ESI, GST etc., and other statutory payments /deductions as per the Labour norms	Rs.500/- shall be uploaded.
9.	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Registration certificate issued by the competent authority shall be uploaded. Self-declaration certificate by the bidder on notarised stamp paper of Rs.500/- shall be uploaded..

4.2 FINANCIAL CAPABILITIES:

SL No.	Requirement Description	Documents to be uploaded.
1.	The Annual financial turnover of the bidder should not be less than 100% of the amount put to tender in any one of the last 5 preceding financial years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25)	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details for the last five financial years i.e FY 2020-21, 2021-22, 2022-23, 2023-24, 2024-25

2.	The Liquid Assets as on 30.09.2025or at a later date before opening of the technical bid), consisting of cash in hand + Cash at Bank + Term Deposits + availability of credit facility in any scheduled commercial bank/nationalized bank shall not be less than 25% of the amount put to tender.	The cash at bank and term deposits as on 30.09.2025shall supported by a Bank certificate, ensuring the availability of funds based credit facility from Scheduled commercial bank/ Nationalized bank with whom the bidder has the banking facility as on 30.09.2025or at a later date before submission of the bid. Bidder should upload the Banker's Certificate as per the 'Format of Banker's Certificate' annexed to the bid.

Note: Clarification to the Sl. No. 9 above under Clause 4.1 is as follows:

"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

I. The beneficial owner for the purpose of above clause will be as under:
(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

5.0 General Terms

5.1 The Performance Security will be 5% of the awarded cost as per Special Conditions of Contract (SCC) of this Bid Document.

5.2 At any time prior to the deadlines for submission of bids or award of contract, BESCOM may amend the bidding document by issuing addendums.

5.3 The bidder shall comply with all Legal, Regulatory and Statutory requirements/directives of State and Centre. The bidder will also be responsible for incorporating the amendments thereof during the course of implementation.

5.4 Consortium/ Sub-contracting is not allowed.

5.5 The Bill of quantity (BOQ) in price sheet is only indicative. The quantities indicated may increase or decrease by 25% per ESCOM of the total contract value with the unit rates unaltered. Payments will be made as per actual quantities town-wise by respective ESCOM.

5.6 The number of subdivisions/ divisions/ circles/ zones may vary during the course of contract. However, the number of towns shall remain same.

5.7 All data, plans, drawing specifications, designs and other documents procured or developed by the selected bidder in the execution of the contract shall remain the property of BESCOM right from beginning of the contract during the whole duration of the project and after expiry or termination of the contract. The Intellectual Property Rights (IPR) shall belong to BESCOM.

6.0 CONTRACT PERIOD:

The contract period will be initially for a period of **3 (three) years**, which shall be extended through mutual consent for a further period of **2 (two) years** , year by year based on performance and with a hike of actual inflation rate over the previous year

7.0 BID SUBMISSION

7.1 Bidder can download the tender document free from the portal (https://kppp.karnataka.gov.in) till the due date and time for bid submission. Bidder shall pay the Earnest Money Deposit and non-refundble tender processing fees prescribed in the e-Procurement portal to participate in this tender.

7.2 The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPP portal for payment of EMD and shall upload EMD declaration as provided in **Form -11**. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.

7.3 Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and any other certificates as required in the tender, which are mandatory.

7.4 Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and any other certificates as required in the tender, which are mandatory.

7.5 Interested bidders must have a registration in the Govt. of Karnataka e-Procurement Portal (https://kppp.karnataka.gov.in/) as a contractor to participate in BESCOM tenders, by obtaining a user ID and Password in order to participate in the e-Procurement Process. Bidders not already in possession of an ID and Password should complete this requirement well in advance of the date for bid submission by following the registration instructions provided on the e-Procurement Portal.

For any technical support regarding e-procurement portal please contact e-procurement help desk:
Supports Timings: (9.00 am to 9.00 pm)
Help Desk: +91-9240214000/01
E-mail: support@eprochelpdesk.com

-Sd/-
General Manager
ICT & MIS, BESCOM,
KR Circle, Bangalore-01

SECTION-II

INSTRUCTIONS TO BIDDERS

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A. General

1.0 Instruction

BESCOM invites tenders vide Enquiry No: **BESCOM/2025-26/SE0388** in two parts (Technical Bid and Price Bid) through e-procurement portal https://kppp.karnataka.gov.in for Engaging Technical Manpower for GIS Cell in BESCOM.

2.0 Scope of Bid

The Purchaser, as indicated in the Bid Data Sheet (BDS) (Section-I:IFB), issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in the Scope of Work at Section V. The name and identification number are provided in the BDS.

3.0 Eligible Bidders

Bidders fulfilling the Eligibility Criteria provided under Section-I of this bid document shall be eligible to bid in conformance to the requisite category as mentioned in BDS

a) The Bidder shall be wholly responsible for execution of the contract.

b) The Bidder shall abide by any financial and legal implications consequent to situations as per Clause 3.1(d)

3.1 Bidder shall not have a conflict of interest with one or more parties in this bidding process. Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

a) Receive or have received any direct or indirect subsidy from any of them; or

b) Have the same legal representative for purposes of this Bid; or

c) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

d) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or

3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4.0 Sections of the Bidding Document

4.1 The Bidding Document consists of the sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 6.

1.	Section – I	Invitation For Bids	- IFB
2.	Section – II	Instructions to Bidders	- ITB
3.	Section – III	General Terms and Conditions of the Contract	- GCC
4.	Section – IV	Special Conditions of Contract	- SCC
5.	Section – V	Scope of Work	- SOW
6.	Section -VI	Forms	
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4.2 The Invitation for Bids issued by the Purchaser is a part of the Bidding Document.

4.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

5. Clarification of Bidding Document

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the Section-I:IFB(BDS). The mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 6

5.2 The Purchaser will organize a pre-bid conference at the time and place indicated in Section-I: IFB (BDS). The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit the queries in writing to reach the purchaser not later than 2 days before the conference. Queries and responses shall be communicated in accordance with ITB Clause 5.1. Any modifications / deviations to the Bidding document listed in ITB Clause 4.1 which may become necessary as a result of pre-bid conference shall be made by the Purchaser exclusively by issuing Addendum / Amendment / Corrigendum as applicable and not through the clarifications of the pre-bid conference.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda.

6.2 The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, networking, etc.) or any component of Related Service entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.

6.3 Any addendum issued shall be part of the Bidding Document and shall be communicated through the e-Procurement portal.

6.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids.

C. Preparation of bids

7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9. Documents Comprising the Bid

9.1 The Bidders are advised to upload their Bids complete in all respect in the e-procurement portal of Govt. of Karnataka. The Bidder shall upload a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document. The Bidders are advised to fill in the Annexure and Forms, in respect of each and every item by strictly following the instructions, footnotes etc., to facilitate the Purchaser in

speedy evaluation of Bids. Failure to do so may prevent the Bid from being considered by the Purchaser.

9.2 The bidder needs to enter the price directly in e-procurement portal of Government of Karnataka. Price Bid should not be submitted as part of technical bid.

Bidders are to Enter/Key-In the bid price directly in the e-Procurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ ಆಇ 165 ವೆಚ್ಚ12/2017 dated 21/3/2017.As per the circular only the price entered/keyed-in the e-procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.
Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of e-procurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified**.**

9.3 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the General Conditions Contract and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of ITB Clause 5.

9.4 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise. In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

9.5 Depending on the nature of the Assignment/Job, Bidders are required to upload a Technical Proposal (TP). The Bidder has to satisfy the Pre-Qualification criteria and only then the evaluation of technical and financial Bid/Proposals will be taken up. The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

10. Bid Submission Sheets and Price Schedules

10.1 Shall contain the following:

10.1.1 Technical Proposal Submission Sheet (Section-VI:Forms)

10.1.2 Bid Security (EMD), in accordance with Section-1:IFB Clause 7

10.1.3 A letter of authority, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder, in accordance with ITB Clause 21

10.1.4 Documentary evidence in accordance with ITB Clause 14 establishing the Bidder's eligibility to bid;

10.1.5 Documentary evidence in accordance with ITB Clause 15 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

10.2 The Financial Proposal shall be directly entered in the e-procurement portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10.3 Bidders are to Enter/Key-In the bid price directly in the eProcurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ ಆಇ 165 ವೆಚ್ಚ 12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the e-procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of eProcurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

10.4 The best and firm price should only be quoted in e-Procurement Portal.

10.5 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

10.6 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the last date of submission of bids.

10.7 The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.

10.8 The prices offered should be inclusive of all the deliverables mentioned in Section-V Scope of work.

10.9 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser

NOTE:

1. The Bidder shall consider Service charges at minimum of 5%

11) Alternative Bids

Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) bids shall be rejected.

12) Bid Prices and Discounts

a. The prices quoted by the Bidder in as per the Price Bid Format conform to the requirements specified below.

b. If an item listed in Price Schedule is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.

c. The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

d. Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC Clause 13

e. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

13) Currencies of Bid

Bidders may express their bid price in Indian Rupees only.

14) Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section VI-Forms and comply with all the requirements.

15) Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section-I:IFB (Eligibility Criteria).

16) Validity of Bids

a. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
b. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security (EMD) furnished in accordance with ITB Clause 17, it shall also be extended for a corresponding period

17) Bid Security (EMD)

The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPPP portal for payment of

EMD and shall upload EMD declaration as provided in **Form -11**. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.

18) Deadline for Submission of Bids

a. Bids must be submitted on the e-procurement portal of Government of Karnataka not later than the date and time indicated Section-I:IFB(BDS)

b. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

19) Late Bids

There is no provision to upload bids on e-Procurement Portal after the last date and time of Submission of Bids.

20) Withdrawal, Substitution, and Modification of Bids

A Bidder may withdraw, substitute, or modify its bid on the e-Procurement portal before the last date and time of submission of Bids.

21) Procedure for submission of Bid

a. Bidder can download the tender document for free from the portal (https://kppp.karnataka.gov.in) till the due date and time for bid submission. Bidder shall pay tender processing fees prescribed in the e-Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e- payment options in the portal:

- Credit card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

b. Bidder, please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to eProcurement portal at the above mentioned website or call e-

procurement helpline +91-9240214000/01. It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

c. Modes of Submission

All interested bidders shall pay Tender Processing fee (as mentioned in e-Procurement Portal) and submit their Pre-qualification, Technical and Commercial RFP responses electronically using the unified e-Procurement platform of BESCOM. The e-Procurement (Karnataka) portal is available at: https://kppp.karnataka.gov.in. Bidder shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders cannot be submitted after the due date and time. Incomplete and draft bids shall not be considered. BESCOM will not be liable or responsible for any glitches such as unavailability of the portal, the internet link or any other technical issues. All required bid documents shall be filled by the bidder and submitted along with other required documents. Incomplete and incorrect documents may lead to rejection of the bid.

d. Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

e. Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

f. Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in Section-I:IFB(Calendar of Events). The queries must be submitted in the format given in Section-VI: Forms only to be considered for clarification.

g. The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Section-I:IFB(Calendar of Events). The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka eProcurement portal (https://kppp.karnataka.gov.in/).

22) Bid Opening

a. The Purchaser shall conduct the opening of Technical Proposals submitted through e-procurement portal in the presence of Bidders' representatives if any who choose to attend, at the address, date and time specified in the Section-I:IFB(Calendar of Events).

b. Electronically submitted bid shall be opened at the same time and date as specified in the RFP document.

c. The e-procurement system allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids.

d. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) all be considered incomplete and rejected for further bid evaluation.

E. Evaluation and Comparison of Bids

23) Confidentiality

a. Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

b. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

c. Notwithstanding ITB Sub-Clause 23.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his sub-contractors meet

the Purchaser's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.

24) Responsiveness of Technical Proposal

a. The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

b. A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document. A deviation, reservation, or omission is one that:

a) Affects the scope, quality, or performance of the Services specified in the Contract; or
b) Limits or is inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
c) If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals.

c. If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the deviation, reservation, or omission.

25) Non conformities, Errors, and Omissions

a. Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a deviation of mandatory requirements.

b. Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

c. Provided that a Technical Proposal is responsive, the Purchaser will rectify non-material nonconformities or omissions. To this effect, the Bid

Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 13.2 of Section VI - SCC.

d. Provided that the Technical Proposal is responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.

d) If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

e) Except as provided in sub-clauses (a) to (c) herein above, the Purchaser shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

e. If the Bidder who has submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified

26) Preliminary Examination of Bids

a. The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 9 have been provided, and to determine the completeness of each document submitted.

b. The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 10.1;
b) A letter of authority, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder, in accordance with ITB Clause 21;
c) Bid Security (EMD declaration form) and
d) Manufacturer's Authorization, where applicable.

c. Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested section have been provided, and to determine the completeness of each document submitted.

d. The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; and
b) Price Schedules, in accordance with ITB Clauses 12

27) Examination of Terms and Conditions; Technical Evaluation

a. The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any deviation or reservation.

b. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 15, to confirm that all requirements specified in the Scope of Work at Section-V, of the Bidding Document have been met without any deviation or reservation.

c. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB Clause 26, it shall reject the Bid.

28) Margin of Preference

No margin of preference shall apply.

29) Evaluation of Bids

a. The Evaluation methodology for this bid is **Least Cost Based Selection (LCB)**

b. The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.

c. To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section-I: IFB (Eligibility Criteria and Technical Evaluation methodology). No other criteria or methodology shall be permitted.

d. To evaluate a Price Proposal, the Purchaser shall consider the following:

a) The online Price Bid quoted in Price Proposal Submission Sheet i.e. inclusive of all duties, levies and taxes.

e. Price adjustment in accordance with Clause 12 of ITB for missing or non-conforming item(s) or component(s).

30) Comparison of Bids

The Purchase shall compare all responsive bids to determine the bid with the Least Cost, in accordance with ITB Clause 29.

In case of more than one bidder quoted the same service charges/price & happens to be L-1, selection will be done on the basis of lottery in the presence of the L-1 bidders.

31) Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
c) The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
d) Proposal is received in incomplete form.
e) Proposal is received after due date and time.

f) Proposal is not accompanied by all the requisite documents.
g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
h) Financial bid is enclosed with the same envelope as technical bid.
i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

32) Post-qualification of the Bidder

a. The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

b. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15 and to clarifications in accordance with ITB Clause 25. The eligible bidders shall only be meeting qualifying requirements as mentioned in Eligibility Criteria (Section-I).

c. An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the purchaser shall return the unopened price proposal to the bidder.

33) Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a No Deviation Certificate as per the format mentioned in Section-VI: Forms. The bids with deviation(s) are liable for rejection.

34) Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section-VI: Forms**.**

35) Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

The Purchaser shall award the Contract to the L1 bidder.

37) Purchaser's Right to Vary Quantities at Time of Award

At the time of issuance of Detailed Work Award and during the contract period, Purchaser reserves the right to increase or decrease the number of towns/Quantity in BOM under the contract subject to the limit of **25**% of the contract value (Bill of Materials) covered under the contract, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

38) Notification of Award

a. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

b. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

c. BESCOM would issue LOI and thereafter, separate DWA will be issued by each of the ESCOM, after the execution of contract agreement and submission of security deposit.

39) Signing of Contract

a. Promptly after notification, the successful bidder shall enter into an Agreement with BESCOM within Fifteen Days after the issuance of LoI.
b. The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in Section-VI: Forms) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.

40) Performance Security

a. Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section-VI: Forms.

b. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

41) Local Conditions

a. It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.

42 Payment Terms:

42.1 The agency shall submit monthly invoice on or before 7th of each succeeding month. The monthly payment inclusive of service tax and other taxes will be paid by BESCOM based on satisfactory service of the service provider and only after certification from ICT & MIS Section, BESCOM and payment will be made by AGM (F&C) IT Section, BESCOM.

42.2 Payments shall be made promptly by the Purchaser, after submission of an invoice or request for payment by the Supplier along with deliverables, and the Purchaser has accepted it.

42.3 The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the concerned section/office head of the BESCOM.

a) In case of absence without information beyond allowed leaves of a resource during contract period, no payment will be made for the days the resource is absent (per day payment will be calculated by dividing man month rate by number of days in that month)

b) Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day

c) The amount would be deducted from the applicable payments of agency

for the particular resource.

42.4 Payments to GIS team lead/GIS analyst /GIS Digitization operator must be made by the agency, on or before 7th of every month through Electronic Transfer (RTGS) only without waiting for the Payments from BESCOM and a statements should be furnished along with the bills of the succeeding month.

42.5 Under any circumstances, the receipt of payment by the agency from BESCOM should not be linked to the payments, the agency has to make to its engaged personnel on or before 7th of every month.

42.6 Penalty if any shall be deducted from the due payments.

42.7 The Agency shall get registered with the Labour Commission Office which is mandatory. The Agency shall pay EPF and ESI of its employees directly to the respective State /Central Government authorities. Employees share towards EPF and applicable ESI amount to be paid directly by the Agency and paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the Agency. Remittance of such amount is wholly the responsibility of the Agency.

42.8 Selected GIS team lead/GIS analyst /GIS Digitization operator shall be issued a laminated Identity Card affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, etc. by the agency and should be strictly worn by GIS team lead/GIS analyst /GIS Digitization operator during office hours. All the GIS team lead/GIS analyst /GIS Digitization operator shall wear uniforms issued by the agency if provided without any extract cost to BESCOM and maintain discipline.

42.9 All benefits as per the Acts noted below shall be provided to the employees by the Agency only.

a) Minimum Wages Act, 1948
b) Payment of Wages Act, 1936
c) Contract Labour (Regulation and Abolition) Act, 1970
d) Employees PF and Miscellaneous Provision Act, 1952
e) Employees State Insurance Act, 1948
f) Payment of Bonus Act, 1965
g) Workmen's Compensation Act
h) Industrial Dispute Act 1947

i) Gratuity Act and related all Laborers Law and Rules pertaining to Laborers.

42.10 If any excess payment has been made by the BESCOM due to difference in quoted price in proposal and Bidder invoice, the BESCOM may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such excess payment from any payment subsequently falling due to the Bidder

SECTION-III

General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **"Contract"** means the Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) **"Contract Documents"** shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:

i. The Detailed award of contract;
ii. The Service level Agreement;
iii. The Special Conditions of Contract;
iv. The General Conditions of Contract;
v. The Scope of Work;
vi. The System Requirement Specification document (SRS)
vii. The Instructions to bidders;
viii. The Purchaser's Notification to the Bidder for Award of Contract
ix. Bidder's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Proposal submitted by the Bidder;
x. Acceptance of purchaser's notification along with all corrigendum, clarifications and related documents issued by the Utility and Nodal Agency

(c) **"Contract Price"** means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) **"Day"** means calendar day.

(e) **"Delivery"** means the transfer of the Goods and services from the Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) **"Completion"** shall mean the completion of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.

(g) **"GCC"** mean the General Conditions of Contract.

(h) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

(i) **"Purchaser's Country"** shall mean India.

(j) "**Purchaser**" means the entities purchasing the Goods and Related Services.

(k) **"Related Services"** means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.

(l) **"SCC"** means the Special Conditions of Contract.

(m) **"Service Level Agreement" (SLA)** shall mean the Service Level Agreement entered into between the Purchaser and the Bidder.

(n) **"Bidder"** means the bidder whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.

(o) **"The MoP"** is the Ministry of Power, Government of India.

(p) **"The Site,"** shall mean all identified locations within the State of Karnataka, where the Bidder carries out is required to provide any Related Services. survey

(q) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Bidder.

(r) **"in writing"** means communicated in written form with proof of receipt

(s) **"Contract Document",** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2. Corrupt Practices

2.1 The Purchaser requires bidders, Bidders, and contractors to observe the highest standard of ethics during the execution of such contracts.

(a) The following definitions apply:

"corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

"fraudulent practice" means a wilful misrepresentation or wilful omission of facts in order to influence a procurement process or execution of contract.;

"collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the BESCOM, designed to influence the action of any party in a procurement process or the execution of a contract;

"coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

(c) After the award of the contract if it is comes to the knowledge of the Utility that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, the Purchaser shall forthwith terminate the contract as per the provisions of GCC Clause 32.

3. Interpretation

3.1 In this Contract unless a contrary intention is evident:

A. In case of any conflict with any provision relating to the SRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes

B. the clause headings are for convenient reference only and do not form part of this Contract;

C. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

D. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

E. a word in the singular includes the plural and a word in the plural includes the singular;

F. a word importing a gender includes any other gender;

G. a reference to a person includes a partnership and a body corporate;

H. a reference to legislation includes legislation repealing, replacing or amending that legislation;

I. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings

J. In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.

K. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Purchaser to determine that the products are equivalent to those named

3.2 **Incoterms**

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current / latest edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

3.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Bidder and supersedes all communications,
negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Waiver

3.5.1 Subject to GCC Sub-Clause 3.5.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract. Neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.5.2 The waiver by either party of a breach or default of any of the provisions of this contract by the other party shall not be interpreted as :

A) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other party to exercise; or

B) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other party.

3.5.3 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

4. Language

4.1 The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.

4.2 The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation. The Bidder shall be bound to the English translation and what has been stated therein.

5. Consortium

Consortium is not allowed

6. Notices

6.1 All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

6.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.

6.3 All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.

6.4 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Bangalore High Court and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

7.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold Statutory law, Judicial Decisional Law and Delegated Legislation as well

8. SETTLEMENT OF DISPUTES AND ARBITRATION:

8.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

8.2 If the party fails to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and differences, either party may require that the dispute be referred to arbitration under the arbitration and conciliation act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by a mutual agreement of the both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the parties.(The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

8.3 The place of arbitration shall be in Bangalore, Karnataka. The arbitral Procedure shall be conducted in English language.

8.4 During the settlement of disputes and Arbitration Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

8.5 The courts of Bangalore only shall have the jurisdiction.

9 Scope of Work

9.1 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Services as if such items were expressly mentioned in the Contract.

10 Delivery

10.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Implementation Schedule specified in the Annexure-F. The details of shipping and other documents to be furnished by the Bidder are specified in the SCC.

11. Bidder's Responsibilities

11.1 The Bidder shall deliver all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Implementation Schedule, as per GCC Clause 10.

12. Purchaser's Responsibilities

12.1 Whenever the Related Services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

12.2 The Purchaser shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

12.3 The General Manager (ICT&MIS), BESCOM or any other person designated by the utility shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, etc. to the Bidder.

12.4 The General Manager (ICT&MIS), BESCOM or any other person designated by the utility shall approve all such documents within 15 working days.

12.5 Purchaser may provide on Bidder's request, particulars/ information / or documentation that may be required by the Bidder for proper planning and execution of Scope of Work under this contract.

13. Contract Price

13.1 The Contract Price shall be firm and as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.

13.2 Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the SCC.

14. Manpower skills:

a. Contractor will ensure to deploy qualified competent resources to carry out the work as specified in this Contract.
b. Contractor will also ensure the quality of work and data by deploying different qualified skilled resources requirement to the utmost level, whereby ensuring the adherence to the data quality specification, coordinates, attributes & electric network details.

c. CV's of manpower deployed to each category of resource should be submitted as per the Annexure-9.
d. The manpower personnel should preferably have the knowledge of reading and writing in kannada.

15. Progress Reports:

During the various stages of the Work in pursuance of the Contract, the Contractor shall at his own Cost submit Periodic Progress Reports both in hard and soft copies in the prescribed format as required by the Engineer with such works as, Charts, Reports, etc. Such Progress Reports shall be submitted in the form and A3/A4 size as may be required by the Engineer.

16. Terms of Payment

16.1 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing.

16.2 The Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services performed, accompanied by the documents submitted pursuant to GCC Clause 10.

16.3 Payments shall be made promptly by the Purchaser, no later than Sixty (60) days after submission of an invoice or request for payment by the Bidder, and the Purchaser has accepted it.

16.4 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Bidder's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such excess payment from any payment subsequently falling due to the Bidder.

16.5 The currency in which payment shall be made to the Bidder under this contract is Indian Rupees (INR).

16.6 Detailed Payment terms with Phase, Activity, Schedule and is given in (Payment Terms)

16.7 All payments shall be made centrally at ICT&MIS section, Corporate office, BESCOM.

17. Penalty:

Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day

17.1 Penalty for Replacement

Sl No.	Replacement of resource per month	Penalty
1	Up to and inclusive of 1replacement	No Penalty
2	More than 1 but up to and inclusive of 5 replacements	Rs. 2000/- per replacement
3	More than 5 replacements	Termination of Contract

17.2 Maximum Penalty applicable to the bidder shall not exceed 10% of total Monthly payment. If in case maximum penalty exceeds the above limit for consecutive three months than it may be considered as non-conformance to the quality of services and may lead to termination of the contract and BESCOM may, on their sole discretion, cancel the order.

17.3 **Liquidated Damages** for not meeting Performance Guarantees during the Performance and Guarantee Tests shall be assessed and recovered from the Contractor. Such Liquidated Damages shall be without any limitation whatsoever and shall be in addition to Damages, if any, payable under any other Clause of Condition of Contract.

18. Taxes and Duties

The prices quoted by the Bidder shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and the utility shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.

19. Performance Security

19.1 The Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

19.2 The Purchaser shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Bidder commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.

19.3 The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.

19.4 The Performance Security shall be discharged by the Purchaser and returned to the bidder not later than fourteen (14) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20. Intellectual Property

20.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Bidder assigns those Intellectual Property Rights to Purchaser on creation.

20.2 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

20.3 The Bidder shall ensure that while it uses any document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defense and all related settlement negotiations.

20.4 Subject to sub-clauses 20.1 to 20.3, the Bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, documentation, other intellectual property or other information belonging to the Bidder that existed before the effective date of the contract.

21. Confidential Information

21.1 Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the contract

21.2 After the entering of the contract the Purchaser and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the

Contract. Notwithstanding the above, the Bidder may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Bidder under this Clause.

21.3 The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

21.4 The obligation of a party under GCC Sub-Clauses 24.1 and 24.2 above, however, shall not apply to information that:

21.4.1 the Purchaser or Bidder need to share with the institutions participating in the financing of the Contract;
21.4.2 now or hereafter enters the public domain through no fault of that party;
21.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
21.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

21.5 The above provisions of GCC Clause 24 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.6 Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and subcontractors.
21.7 provisions of GCC Clause 24 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency during the course of contract

23. Specifications and Standards

23.1 Technical Specifications and Drawings

23.1.1 The Bidder shall ensure that all the Services comply with the technical specifications and other provisions of the Contract

23.1.2 The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser

23.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section-V, Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 29.

24. Liquidated Damages and Penalty

24.1 **Liquidated Damages :**Except as provided under GCC Clause 32, if the Bidder fails to deliver any or all of the Services within the period specified in the Contract, the BESCOM may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such services.

24.2 **Penalty:** The firm is liable to the BESCOM for payment of penalty, If the Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Bidder to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose a penalty of 0.5% per week subjected to a maximum of 10% of value of services.

24.3 In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the BESCOM.

25. Liability/ Indemnity

25.1 The Bidder hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Bidder agrees to indemnify the Purchaser and its officers, servants, agents (**"Purchaser Indemnified**

Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

(a) any negligence or wrongful act or omission by the Bidder or its agents or employees or any third party associated with Bidder in connection with or incidental to this Contract; or

(b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

25.2 The bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

25.3 Without limiting the generality of the provisions of this clause 25.1 and 25.2, the Bidder shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Services, information, design or process supplied or used by the Bidder in performing the Bidder's obligations or in any way incorporated in or related to the Project.

Survival on Termination

The provisions of this Clause 27 shall survive Termination

25.4 **Defence of Claims**

25.4.1 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 25.1, 25.2, or 25.3 the Purchaser shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

25.4.2 If the Bidder fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf

25.4.3 The Purchaser shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

26. Merger, acquisition or divestitures of the Contractor

26.1 The Contractor is a partnership firm, the prior approval in writing from the Purchaser shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the contractor. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

27. Limitation of Liability

27.1 Except in cases of gross negligence or willful misconduct :

27.1.1 Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and

27.1.2 The aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

28. Change in Laws and Regulations

28.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

29. Force Majeure

31.1 The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Bidder shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

31.4 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Bidder.

30. Change Orders and Contract Amendments

30.1 The Purchaser may at any time order the Bidder through Notice to make changes within the general scope of the Contract in any related services to be provided by the Bidder.

30.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of the Purchaser's Change Order.

30.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

31. Extensions of Time

31.1 If at any time during performance of the Contract, the Bidder or its Subcontractors should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 10, the Bidder shall promptly

notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

31.2 Except in case of Force Majeure, as provided under GCC Clause 29 or where the delay in delivery or completion of Services is caused due to any delay or default of the Purchaser, any extension granted under clause 31.1 shall not absolve the Bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 24.

32. Termination

32.1 Termination for Default

32.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder, terminate the Contract in whole or in part:

(i) If the Bidder fails to deliver any or all the Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 30; or

(ii) If the Bidder, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or

(iii) Any representation made by the bidder in the proposal is found to be false or misleading

(iv) If the Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.

32.1.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 32.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

32.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder,

provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

32.3 **Termination for Convenience**

The Purchaser, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective

33. Assignment

33.1 Shall not assign, in whole or in part, their obligations under this Contract.

34. Disclaimer

34.1 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

34.2 Purchaser reserves the right to accept any proposal deemed to be in the best interest of the BESCOM and Other ESCOM's of Karnataka

35. Public Disclosure

35.1 All materials provided to the Purchaser by bidder are subject to Country and Karnataka public disclosure laws such as RTI etc.

35.2 The Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

36. SLA Audit

A designated team / person from BESCOM will review the performance of bidder each month. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the Bidder.

37. Adherence to safety procedures, rules regulations and restriction

37.1 Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.

37.2 The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.

37.3 The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

37.4 The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 25.

38. Non-Solicitation of Staff

38.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination

39. Survival

39.1 The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

SECTION-IV

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 1.1(j)	The Purchaser's country is: The Union Of India
SCC 1.1(i)	The Purchaser is: Bangalore Electricity Supply Company Ltd.
SCC 1.1 (q)	The web-site is https://kppp.karnataka.gov.in The details regarding the RFP (Bid) process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
SCC 3.2	The version of Incoterms shall be: Incoterms 2010 or latest
SCC 4.1	The language shall be: English
SCC 6.1	For notices, the contact details shall be: THE GENERAL MANAGER (ICT & MIS) BANGALORE ELECTRICITY SUPPLY COMPANY LTD. BELAKU BHAVANA, CORPORATE OFFICE, K R CRICLE, BANGALORE -560001, KARNATAKA Email: gmit@bescom.co.in Contact: 9449844720/ 9449877005
SCC 7.1	The governing law shall be: Laws applicable in exclusive jurisdiction of the High Court of Judicature at **Bangalore**, India and all courts subordinate to its exclusive Jurisdiction.

SCC 8.2	The formal mechanism for the resolution of disputes shall be: a. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. b. If the party fails to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and differences, either party may require that the dispute be referred to arbitration under the arbitration and conciliation act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by a mutual agreement of the both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the parties.(The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed). c. The place of arbitration shall be in Bangalore, Karnataka. The arbitral Procedure shall be conducted in English language. d. During the settlement of disputes and Arbitration Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract. e. The courts of Bangalore only shall have the jurisdiction.
SCC 9.1	The price adjustment shall be: The bidders may please note that the prices are upward/downward Adjustable. Purchaser reserves the right to review and negotiate the charges payable at any time to incorporate downward revisions as applicable and necessary, including due to lowering of any applicable taxes, duties and any other statutory levies. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfilment of any condition of any exemption considered by the bidder at the time of proposal, shall be considered for price adjustments. The utility reserves the right to increase or decrease the contract value subject to the limit of 25%. It is clarified that this increase or decrease of 25% shall not entitle either party to claim revision of the unit price of the services.

SCC 10.1	**General terms and conditions of Payment Schedule** 1) All payments shall be made centrally at IT section BESCOM in favour of the Bidder 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs majorly defined below. The SLAs will govern the penalty and deductions from payments for inferior deliverables. 3) Payments against invoice submitted after completion of the activities town wise (accompanied with all requisite documents) shall be released by obtaining necessary certifications from concerned officer, within 60 days of submission of invoice. 4) Bidder needs to ensure completion of all works before submitting the invoice and approved only after the particular activity is completed. In case even part of the work is pending payment for that activity shall not be made. 5) Cost has to be mentioned as per prescribed formats only. 6) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or service rendered by bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the bidder, till such work/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Purchaser under this contract.
SCC 11.1	The currencies for payments shall be in Indian Rupees (INR).
SCC 12.1	The Performance Security paid, shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. The Bidder shall submit Performance Security of 5% on the Total Contract value to be valid for 90 days beyond the completion of contract period
SCC 14.1	LOI/DWA will be issued by BESCOM.

SECTION – V

SCOPE OF WORK

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1.0 INTRODUCTION:

1.1 This contract envisages for **"Appointment of an agency to engage technical Manpower in GIS in BESCOM".**

1.2 The bidder shall quote for the entire Scope of the work.

1.3 Integrated Power Development Scheme (IPDS), a flagship program of Ministry of Power, project is being implemented in 124 towns of ESCOMs of Karnataka. M/s Infinite Computer Solutions (India) Limited is engaged as the IT implementing agency (ITIA) for the project. After the Go-live of IPDS Project, the existing RAPDRP Project will be subsumed into IPDS Project. In BESCOM, this IPDS project is covering 25 RAPDRP and 20 IPDS Towns.

There are 18 Modules, which are implemented in the IPDS project.

Sl. No	Module	Short Name
1	Web Self Service	WSS
2	System Security Requirement	SSR
3	Management Information System	MIS
4	New Connection	NC
5	Collections	Collections
6	Development of Commercial DB of Consumers	Comm DB
7	Disconnection & Dismantling	DC & DM
8	GIS based customer Indexing and asset mapping	GIS
9	Identity and Access Management system	IDAM
10	Billing	Billing
11	GIS based integrated network analysis module	GIS
12	Asset Management	AM
13	Maintenance management	MM
14	Meter Data Acquisition	MDA
15	Energy Audit	EA
16	Metering	Metering
17	Master Data Management	MDM
18	Centralised Customer Care Center	CCCC

2.0 GIS IMPEMENTATION IN BESCOM

2.1 DGPS survey, creation of GIS network data and consumers data in GIS application: GIS based customer indexing and asset mapping is one of the modules under existing RAPDRP Part-A. Infosys Ltd as ITIA (IT implementing Agency) along with NIIT GIS Ltd as GSP (GIS Solution Provider) have implemented this work.

Under this module, DGPS Survey of the electric network assets and Consumer Survey and preparation of GIS database are the key activities taken up and were completed as per the scope provided in the SRS of R-APDRP, Part-A governed by Section G4. Both HT and LT Electric Network of 25 project towns have been mapped in GIS through DGPS field survey which was completed during 2011-2013.

The various network assets mapped in GIS are Substations, Distribution transformers, Ring main Units, Feeder pillar boxes, HT / LT poles, GOS (Group operating switch), HT / LT Conductors/ Cables, cable joints, open points, shackle points etc.,

The GIS data of the network and consumers was migrated to ESRI ArcGIS PGDB format (9.3.1 Version).

Then the data was configured using ArcFM. The ArcFM configured data was migrated to the production data base which will be consumed by the web based GIS application.

Also, the Asset data from the ArcFM configured data was exported to stipulate excel formats and the same was shared with the Works and Asset Management (WAMS) module and after the necessary validations was migrated to WAMS database in Production.

2.2 Incremental data updation in GIS: As there is a gap between the date of completion of survey and the start of the GIS Live operations, there are additional assets and consumers which were added in the field during this duration which are required to be migrated to production as Incremental updates. The incremental changes (i.e. addition/ deletion/

augmentation/ replacement) in the GIS database are thus due to the regular day to day changes in the distribution network assets and consumers in field after the date of completion of field network validations and updation of validated data in GIS. The Updation of incremental data of Network Assets into GIS application under RAPDRP Part-A has been awarded to another agency M/s North South GIS(India) Pvt Ltd, Hyderabad and the incremental consumers are being migrated as and when gaps are identified by ESCOMS and ITIA themselves.

2.3 GIS application and live operation:

After RAPDRP Part-A application is made live, the field users are operating CCB (Customer care and Billing), WAMS (Work and Asset Management) and GIS applications on the web. Therefore, the field users themselves are supposed to update GIS database with addition/modification/deletion of assets and consumers.

2.3.1 GIS UPDATION IN CASE OF NO LINE EXTENSION IS REQUIRED:

Provision is made in the web application for field users, only for New Connection cases where No Line network extensions are involved. This covers around 90% of total number of New connection cases and in these cases, updation by GIS central team is not required as the process is built through backend.

2.3.2 Under IPDS, the existing ARC GIS version is upgraded from 9.3 to 10.8 with data model changes

2.4 GIS Cell Activity:

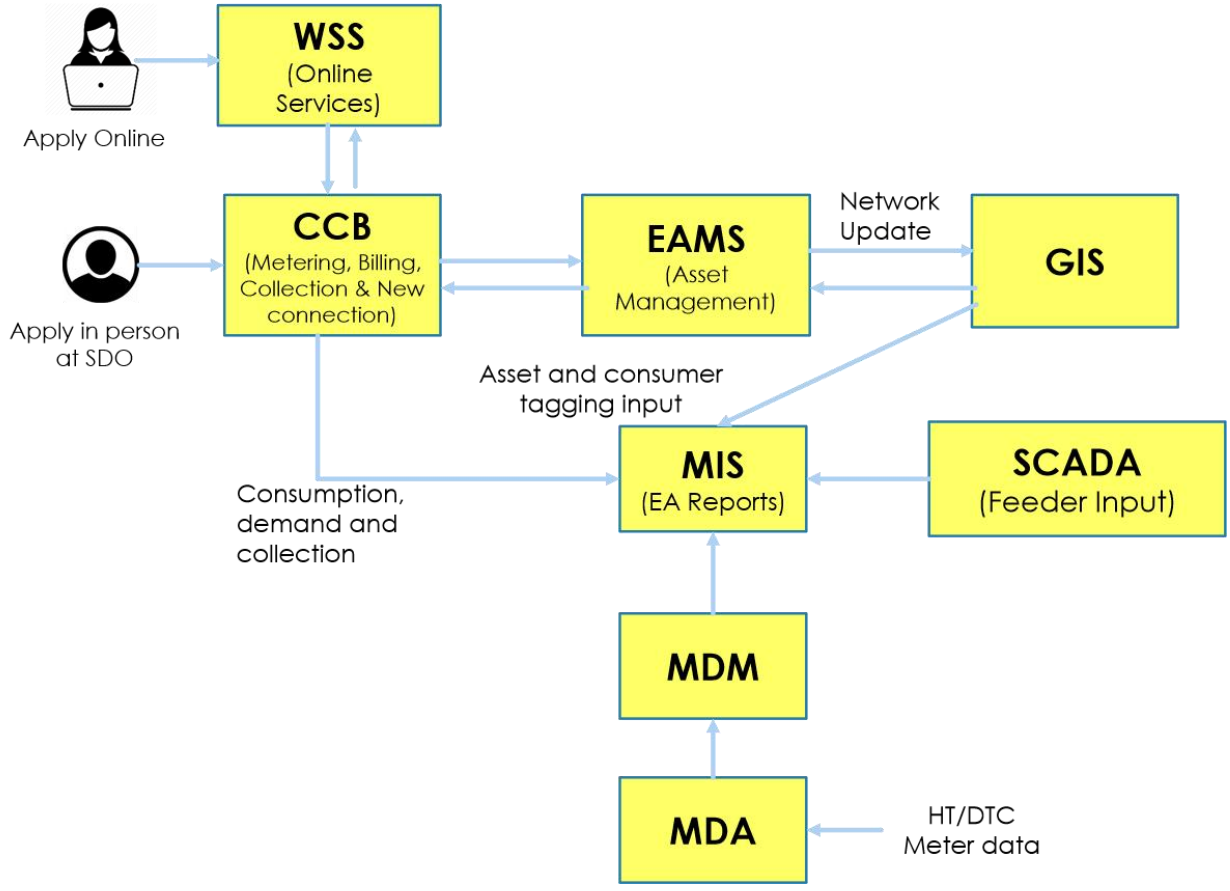
A centralized GIS cell has been established in BESCOM during June 2017 for GIS updation activity on behalf of field officers with one AEE, three AEs and outsourced team comprising of 1no Team lead, 2 no.GIS analyst and 27 no,GIS digitizing operator . The office space for GIS cell

is designated at 4th floor, BICC-2 DAS building, Rajajinagar. GIS central team work under the supervision of ICT &MIS section BESCOM.

The GIS cell is vested with the following responsibilities:

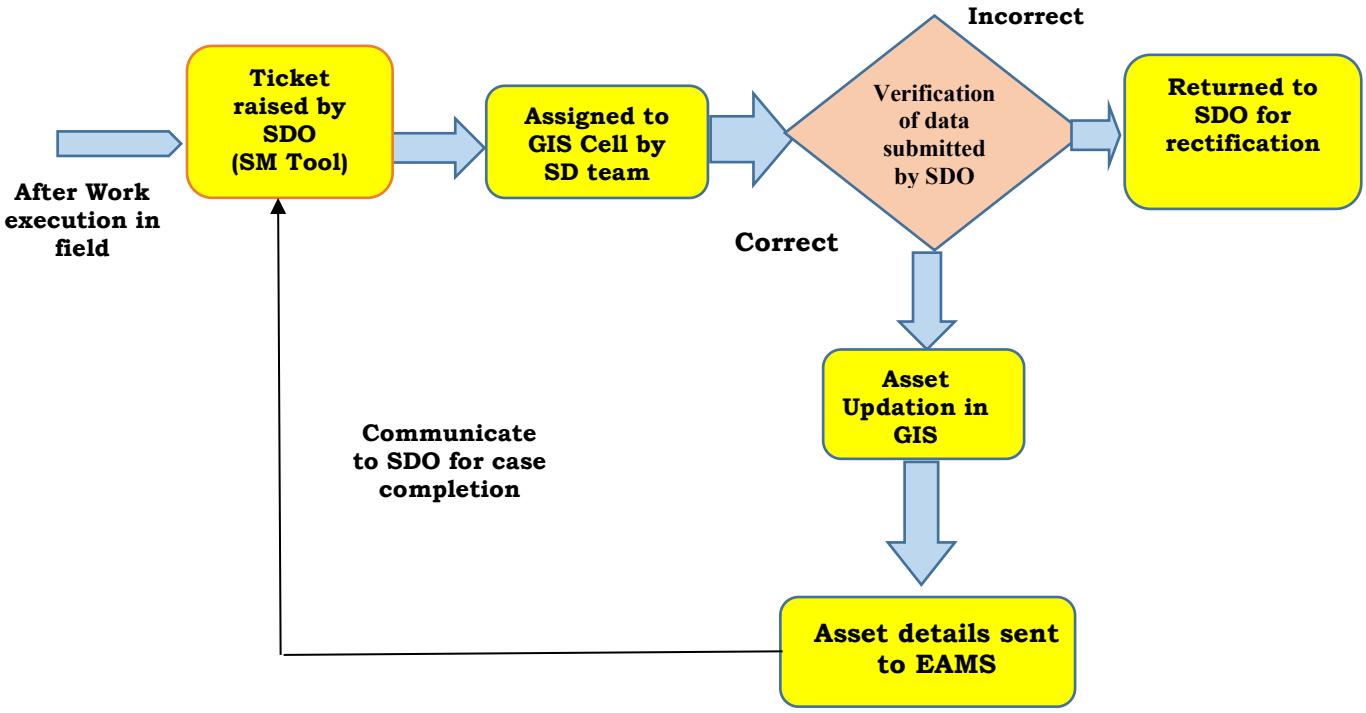
i. Updating live data of assets & consumers
ii. Creation of New Substations/New Feeder taps
iii. Updation of administrative boundaries
iv. Corrections in Consumer indexing
v. Updation of Network Assets
vi. Incremental data updation of HT/LT network.
vii. Extraction of Assets/Consumer data
viii. Preparation of Network maps
ix. OH to UG Conversion works

Centralising GIS updating activity:



3.0 DETAILED SCOPE OF WORK:

3.1 Updation of Network Assets and Consumers for all cases of new connections & other works:


After Work execution in field
Ticket raised by SDO (SM Tool)
Assigned to GIS Cell by SD team
Verification of data submitted by SDO
Incorrect
Returned to SDO for rectification
Correct
Asset Updation in GIS
Asset details sent to EAMS
Communicate to SDO for case completion

GIS team lead:

a) Complete monitoring & supervision of GIS cell activities.
b) Assignment of tickets to GIS operators.
c) To take care of filling Mandatory Attributes of all assets created in GIS and verifying the same after creation.
d) To revert back tickets on issues or if any clarification required from field on the same day
e) Monitoring of reverted back tickets on any updates from field officers.
f) Assignment of tickets to L2 & L3 team
g) Resolving the GIS related tickets
h) Month wise asset Statistics
i) GIS cell progress reports monthly fortnightly and any other reports as desired by BESCOM
j) Any other work assigned by BESCOM team.

GIS Analyst:

a) Updation of administrative boundaries of Section/ Subdivision/ Division/ Circle/ Zone whenever required.
b) Migration of updated boundaries to GIS production database
c) Extraction of Assets/Consumer details from Production GIS data base.
d) Asset Attribute updation if any
e) Updation of Network Asset Admin codes based on boundary
f) Creation of Maps with/without of Base map and with/without network as per utility's requirement and to furnish soft copies to enable print outs.
g) Creation of new Substation & feeder taps.
h) Incremental asset migration to production server
i) Extraction of GIS data Town wise/Station wise for incremental data updation. Verification of extracted data for any loops, disconnection and duplicate asset ID's/ GIS ID's.
j) Preparation of EAMS asset migration format to generate the asset ID's in WAMS.
k) Office bifurcation – Assets & consumers updation as per new boundary
l) Migration of Assets to GIS-DAS proxy server – Data received as a part of incremental data updation
m) Extraction of assets updated from GIS frontend web application from GIS data base and Migration of the same to GIS-DAS proxy server
n) Verification of mandatory parameters & updation
o) Identification & migration of floating consumers – Both HT & LT consumers
p) Consumer re-indexing
    a. Data verification
    b. Re-indexing format preparation
    c. Updation in GIS database
q) Data cleansing if any
r) Any other work assigned by BESCOM team

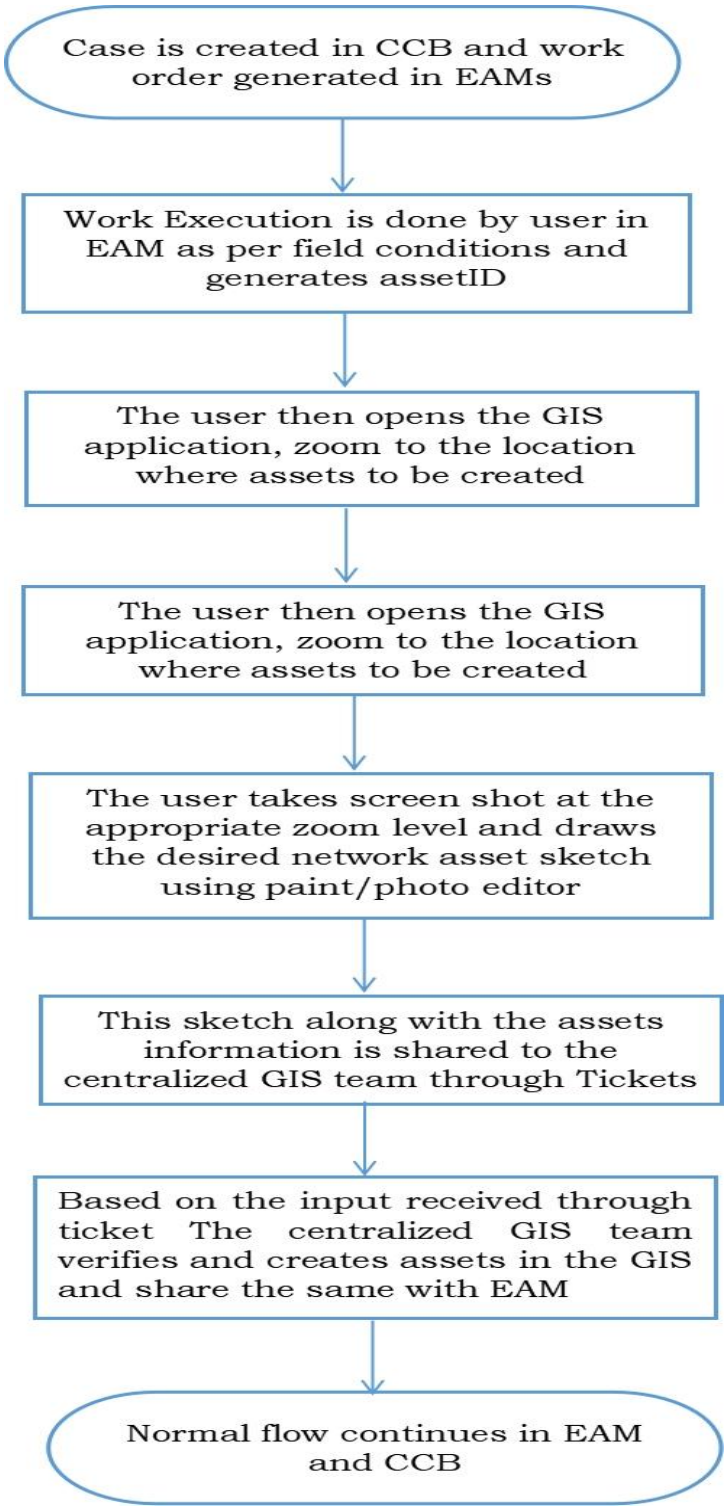
GIS Digitization Operator:

a) The subdivision officers (SDO) will provide the details of assets which have to be updated in GIS by central team. Based on the details provided by SDO, GIS operators has to update the network assets in web based GIS application. The team shall have access to WAMS application also for verification of estimated assets by field users.
b) To take care of filling Mandatory Attributes of all assets created in GIS.
c) Verification of assets in front end application after study got posted.
d) Use of Dummy work order approach to update (Add/Delete/Modify) the incremental assets.
e) To revert back tickets on issues/ if any clarification required from field on the same day
f) To check for updates from field officers on reverted back tickets by the End of the day /the very next day.
g) Preparation of EAMS asset migration format
h) Verification & preparation of data related to Consumer Re indexing & floating consumers.
i) Any other work assigned by BESCOM team

Along with above activities, team has to verify the updation of data for its correctness and perform the QA, QC activities regularly.

The operation of GIS central team with above scope of work is envisaged for entire BESCOM area.

3.2 Work Flow of GIS central team:


Case is created in CCB and work order generated in EAMs
Work Execution is done by user in EAM as per field conditions and generates assetID
The user then opens the GIS application, zoom to the location where assets to be created
The user then opens the GIS application, zoom to the location where assets to be created
The user takes screen shot at the appropriate zoom level and draws the desired network asset sketch using paint/photo editor
This sketch along with the assets information is shared to the centralized GIS team through Tickets
Based on the input received through ticket The centralized GIS team verifies and creates assets in the GIS and share the same with EAM
Normal flow continues in EAM and CCB

3.3 Deliverables by the vendor:

i. Each man power resource in GIS team has to update atleast 5 tickets/cases per day depending on nature of work/ work on hand.
ii. Daily reports/Weekly repor/Fortnight report/monthly reports and other reports to be submitted as per agreed format.
iii. Quality Assessment of the assets created in GIS through work to be reviewed on weekly basis and report to be submitted to BESCOM as per agreed format.

4.0 Man power requirement:

4.1 The successful Agency shall provide suitable CVs in accordance with criteria of Educational Qualifications and Experiences of various resource categories to GM (ICT&MIS) Section within 15 days from the date of issuing of LOI from BESCOM. The Selected candidates will be on rolls of the agency for the entire contract period. The staffing agency will manage the pay and other benefits including EPF, ESI, etc. And any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff/ personal under any circumstances.

4.2 The agency shall furnish the flowing original documents /enclosures in duplicates for payments .otherwise the bills are liable to be rejected.

a. Monthly attendance registers.
b. Attested copy of Challen consisting details of EPF/ESI and GST paid during previous month to the respective Govt. /Central authorities along with the each Employees details.
c. Copy of EPF paid in the formats such as 5A, 10,12A and ESI paid in format 7
d. Copy of GST paid.

e. Each year during the month of December ,Rs 20/-from each employee has to be deducted towards labour welfare fund and a contribution of Rs. 40/- (each) from the contract agency side has to be paid to welfare commissioner, Karnataka Labour Welfare Board ,my sugar building Annex,2nd floor ,JC road ,Bangalore -2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

4.3 The agency should submit CVs of all resources within 15 days from the date of issuing of LOI from BESCOM with minimum 3 CV's each for category of Team Lead and GIS analyst and minimum 20 CV's for GIS Digitizing Operators.

a. Team lead and GIS Analyst shall be interviewed and selected by BESCOM.

b. The agency shall co-ordinate with BESCOM for shortlisting the candidates for GIS Digitizing Operators.

4.4 The agency should not disclose any BESCOM's confidentially information to anyone outside and use such information only in connection with the service provided to the BESCOM.

4.5 The agency should ensure that the candidates identified should not have any police record/criminal record against them and should produce police verification report. The agency should ensure that the candidates are medically fit and certificate of their medical fitness is to be provided, whenever called for.

4.6 A single point of contact (SPOC) has to identify by the Agency with whom BESCOM shall interact for all the communication.

4.7 The agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them. The agency shall state that the staff deployed by him to work and to discharge duties as per the instruction of the concerned officer.

4.8 The manpower engaged by the agency will be the employees of contract agency and at any cost they will not be considered as employee of BESCOM.

4.9 Tender is invited for 30 manpower resources(i.e, Team lead-1, GIS Analyst-2, GIS digitization operators-27 no's) to be deployed at GIS CELL, BESCOM, Rajajinagar, Bengaluru.

4.10 The successful bidder should reserve 17% of manpower to Scheduled caste, 7% of manpower to Scheduled tribes, 33% for of manpower women in the tendered quantity

4.11 The above Manpower personnel should be above 18 years.

5.0 Educational Qualifications and Experiences of various resource categories

Sl.no	Resource Category	Qualification and Experience	No. of Personnel
1.	GIS Team Lead	• Full Time Bachelor's degree in Engineering / IT / MSc in Geo informatics/ Geology from recognized University / Institute in India • Should have Total experience of minimum 4 years or above and at least 1year Project Management experience in executing GIS projects • Experience in AutoCAD, Micro station, GIS Layer, ArcGIS, .Net /C# / JavaScript / Silver light technology platform. • Hands on experience on QGIS, MapInfo, AutoCAD, and Google Earth & Spatial data Management.	01
2.	GIS Analyst	• Full Time Bachelor's degree in Engineering / IT / MSc in Geo Informatics/ Geology from recognized University / Institute in India	02

		• Should have Total experience of minimum 3 years or above with basic knowledge on ArcGIS/ Arc SDE/ Post GIS/ Oracle application platform.	
3.	GIS Digitization Operator	• Graduate in any discipline / Diploma in Engineering. • Minimum 1 year experience in GIS data handling /Digitization tools like Arc Info, Arc Editor, Arc view, Auto CAD Map info. etc. Exposure to Digital Image Interpretation and spatial data conversion.	27

6.0 Replacement of Resources:

a. Any Replacement of resource shall be notified by the agency in advance and got approved by BESCOM.

b. If the selected candidate resigns within contract period the agency will have to find suitable replacement for the post within 7 days by following the same process and co-ordinate with BESCOM.

c. For every replacement of resource the agency shall arrange for hand holding to new resource for at least 15 days at **No Extra cost to BESCOM**, only after which replacement will be approved by BESCOM.

d. Replacement of resource shall be limited to maximum of 1 resource in a month. Replacement of resource exceeding 1 resource per month will attract penalty as indicated in Section III-GCC Clause 17.0

e. In case of failure to meet the standards of the owner, (which includes efficiency, cooperation, discipline and performance) selected agency may be asked to replace the resource without any penalty for replacement/exit within 07 days from the issuance of letter from BESCOM over which applicable penalty for absence shall be applied.

7.0 Working Hours, Overtimes, Leaves:

a. The resources assigned by the Agency shall be available for the assigned jobs in the designated office of BESCOM on all working days i.e., Monday to Saturday of the week during the working hours 10.00 AM. to 6.00 PM as well as extra working hours during emergency or any special need. In special cases, the schedule may be modified with the consent of the GM (ICT & MIS), BESCOM.

b. The resources will eligible for one-day CL for one month of service completed.

c. In case the resource plans to go on leave due to any exigencies, he/she shall do this with prior permission to be obtained from Authorized Signatory of Office of GM (ICT & MIS), BESCOM by the Team lead and shall ensure that he is informed ordinarily at least 3 days in advance.

d. Government notified holidays will be applicable to the resources deployed by the agency. The agency shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave.

e. Leave entitlement and computation will be effective from project start date

f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the GM (ICT & MIS) or an authorized BESCOM official, based on the position of the Candidate.

8.0 Facilities provided by BESCOM:

BESCOM shall arrange seating space with suitable working environment and provide necessary hardware, infrastructure and software environment with required facilities like internet, intranet & LAN Connectivity free of cost for official use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

9.0 No Damage of BESCOM Property

Bidder shall ensure that there is no loss or damage to the property of BESCOM while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by BESCOM shall be recovered from Bidder.

Sd/-

General Manager

ICT & MIS, BESCOM

SECTION-VI

Forms

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1. No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

2. Technical Proposal Submission Sheet

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):

We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:

Our Bid shall be valid for a minimum period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price for the due performance of the Contract;

We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the <UTILITY NAME>;

We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.
We undertake to open office in <To Be filled by Bidder > after award of contract.
Name

In the capacity of

Signed
Duly authorized to sign the Bid for and on behalf of
Date

3. Price Proposal Submission Sheet

(Not to mention quoted prices that will be online only)

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if any):

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:

(c) The total price of our Bid is mentioned in prescribed format on Online Mode as per **Appendix-F Price Bid Format**

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

4. Letter of Authority

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT I, ... a Company incorporated under the Companies Act, 1956 (or equivalent Act/Law in case of Foreign Bidders) and having its registered office at ..... (hereinafter referred to as "the Company") has been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. Whereas I consider it necessary and expedient that ..... of the Company be given the authority and power to sign Tender, Contract, Deeds and Instruments including amendments in connection with Tender for "empanelment of an executive search Firm/Staffing agency for sourcing resources for IT and Smart Grid cadre on Agency-rolls." floated by Bangalore Electricity Supply Company Limited (BESCOM/BESCOM) vide Tender Notice no .....

I accordingly hereby nominate, constitute and appoint above named..... severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I, the Executant do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITHNESS where I, ... has executed these presents this the ..... day of ..... at .....

.....

.....

Specimen Signature of Attorney

Signature of Executant

Name:

Name:

Designation:

Designation:

…….	…….
Specimen Signature of Attorney	Signature of Executant
Name:	Name:
Designation:	Designation:
……	……
Company Seal:	Company Seal:
Date:	Date:
Place:	Place:

5.Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

#	Section (Name & No.)	Clause No.	Page No.	Statement as per tender/RFP document	Suggestion / Query by bidder	Rationale for suggestion
1						
2						
3						
4						
5						

6. Bidder's General Information

Following table shall be filled with the details of the bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	GSTN No.	
5.	TAN No.	
6.	PAN No.	
7.	Contact Name	
8.	Position	
9.	Address	
10.	Mobile	
11.	Telephone	
12.	Fax Number	

13.	**Email Address**	
14.	**Alternate Email Address**	

7. Performance Bank Guarantee

PERFORMANCE SECURITY:

To,

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to BESCOM (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date:

8. Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

I am wholly responsible for execution of the contract. In case of non-performance (slippage in milestones, scope & quality of work, discipline, etc.) and/or bankruptcy of any of the subcontracted roles, I shall take necessary remedial action through addition/change of subcontractor for the concerned role and abide by any financial and legal implications consequently. The addition/change of subcontractor for concerned role shall be with necessary prior approval of the utility, shall not disrupt the work by maintaining continuity and shall be at no additional cost to the project cost already quoted at the time of bidding for the project. The addition/change of subcontractor for concerned role shall be required to meet the Qualifying Criteria.

(Authorised Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

9. Self-Declaration on not being blacklisted

(On Company Letterhead of the Bidder)

We confirm that our company is not blacklisted for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.
It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

Company Seal:

Place:
Date:

10.Format for CV of candidates

Sr. no.	Attribute	Remarks
1.	Proposed position	
2.	Name of Candidate	
3.	Date of Birth	
4.	Profile Experience details	
5.	Employment Record	1) Employer: From: *(month/year To month/year):* Position held: Role & Responsibilities:
6.	Other training or Certificate (*indicate significant training / certification which are relevant for this Project)*	
7.	Nationality	
8.	Language (Speak/ Read/ Write) *(Preference give to Kannada speaking)*	
9.	Education (indicate college/university and other relevant specialized education of staff members, giving names of institutions, degrees obtained and year of completion)	
10.	Membership and professional association	
11.	Details of relevant projects where staff has worked in *GIS area*	Project 1 Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements:

		Project N Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements:
12.	Authorized Signatory	
13.	Date & Place	
14	Stamp of firm	

11. EMD Declaration

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer _____ (**Name of the Tenderer**), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer _____ (**Name of the Tenderer**), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract in awarded to us or we fail to submit Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then _____ (**Name of the tenderer**) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of **one year** from the date of default.

(Signature of the Authorised Signatory,Official Seal)

12. Land Sharing Format

To,

We ---------- have read the clause regarding restriction on procurement from a ----------country which shares a land border with india ; We certify that we is not from such a country or if from such country ,has been registered with the competent Authority I hereby certify that this ----------fulfils all requirements in this regard and is eligible to be considered.

Signature

Name & Designation

Company Seal:

Place:
Date:

13. Banker's Certificate

ON BANKERS LETTER HEAD

……
……

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER
[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. ……..(name of the customer) having their registered/ administrative office at …….. is a customer of our Bank and is engaged in ……(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the ……..(brief details of work) as per the Loan Policy of the Bank:

SL No.	Type of facility	Amount in Rs. (As on date of issue of certificate)
(1)	Cash at Bank	Rs……..
(2)	Term Deposits	Rs……..
(3)	Fund based Credit facility (includes Overdraft)	Sanctioned Limit: Rs….. / Utilized amount: Rs….. / Available Balance amount: Rs…..

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,
BRANCH MANAGER

SECTION-VII

ANNEXURES

LIST OF ANNEXURES:

Sl No.	**Description**	**Page No.**
1	Price bid	105
2	Checklist of documents	106
3	Abbreviations	108

Price Bid Format **Annexure-1**

Name and Address of the Bidder:											
Sl. No.	**Resource Type**	**Unit of Measurement**	**No of Man month**	**Quantity**	**Basic**	**EPF**	**ESI**	**Service charges @5%(minimum)**	**GST**	**Unit cost per month inclusive of all taxes (in Rs.)**	**Total Cost per year inclusive of all Taxes (in Rs.)**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11=6+7+8+9+10**	**12=11*5*4**
For First year:											_
1	GIS Team Lead	Man Month	12	1							
2	GIS Analyst	Man Month	12	2							
3	GIS Digitization Operator	Man Month	12	27							
TOTAL(for 1st year)										0	
For Second year:											_
1	GIS Team Lead	Man Month	12	1							
2	GIS Analyst	Man Month	12	2							
3	GIS Digitization Operator	Man Month	12	27							
TOTAL (for 2nd year)										0	
For Third year:											_
1	GIS Team Lead	Man Month	12	1							
2	GIS Analyst	Man Month	12	2							
3	GIS Digitization Operator	Man Month	12	27							
TOTAL (for 3rd year)										0	
GRAND TOTAL FOR THREE YEARS										**0**	

NOTE:

1.The bidder shall not quote below the prevailing basic pay fixed under the Minimum wages Act, Govt of Karnataka, for the specified resources.

2.The Bidder Shall consider Service charges at minimum of 5%

Check list of Documents

Annexure-2

Sl. No	Documents	Reference
1	Certificate of Incorporation of Company	Section I (4.1)
2	Work orders and Completion Certificates on past experience	Section I (4.1)
3	Satisfactory perfomance Certificate	Section I (4.1)
4	ISO 9001:2015 certificate	Section I (4.1)
5	Statutory Registration Certificate with Labour Department	Section I (4.1)
6	EPF, ESI, PAN, GST Registration number	Section I (4.1)
7	Registration Certificate/Self Declaration Certificate for Country sharing a land with INDIA	Section I (4.1)
8	Audited Financial Statements for Annual Turn over for FY 2019-20, 2018-19, 2017-18	Section I (4.1)
9	Bank Certificate for Liquid Asset	Section I (4.1)
10	No Deviation Certificate	Section VI(1)
11	Technical Proposal Submission Sheet	Section VI(2)
12	Price Proposal Submission Sheet	Section VI(3)
13	Letter of Authority	Section VI(4)

14	Template for Pre-Bid Queries	Section VI(5)
15	Bidder's General Information/Profile	Section VI(6)
16	Performance Bank Guarantee	Section VI(7)
17	Total Responsibility Certificate	Section VI(8)
18	Self Declaration on not having blacklisted/ defaulted	Section VI(9)
19	Format for CVs of Candidates	Section VI(10)
20	EMD Declaration	Section VI(11)
21	Price Bid	Section VII-Annexure 1

3. ABBREVIATIONS ANNEXURE 3

APDP	Accelerated Power Development Program
APDRP	Accelerated Power Development and Reforms Program
AT&C	Aggregate Technical and Commercial
BESCOM	Bangalore Electricity Supply Company
CCB	Customer Care & Billing
CST	Central Sales Tax
CV	Curriculum Vitae
DD	Demand Draft
DGPS	Differential Global Positioning System
DWA	Detailed Work Award
EMD	Earnest Money Deposit
ESCOM	Electricity Supply Company
FAA	Forms and Annexures
GCC	General terms and Conditions of the contract
GESCOM	Gulbarga Electricity Supply Company
GIS	Geographical Information System
GoI	Government of India
GoK	Government of Karnataka
GOS	Group operating switch
GSP	GIS Solution Provider
HESCOM	Hubli Electricity Supply Company
HT	High Tension
ICT & MIS	Information and Communications Technology & Management Information System
IFB	Invitation For Bid
IPDS	Integrated Power Development Scheme
IT	Information Technology
ITB	Instructions To Bidders
ITIA	IT implementation Agency
KST	Karnataka Sales Tax
LOA	Letter of Award
LOI	Letter of Intent
LT	Low Tension
MESCOM	Mangalore Electricity Supply Company
MoP	Ministry of Power
NEFT	National Electronic Fund Transfer
OTC	Over the Counter
P O	Purchase Order
P&T	Postal & Transport
PEMD	Permanent Earnest Money Deposit

PERT	Program evaluation and review technique
PFC	Power Finance Corporation
PGDB	Personal Geodatabase
PSU	Public Sector Unit
R-APDRP	Restructured Accelerated Power Development and Reforms Program
RBI	Reserve Bank of India
RFP	Request for Proposal
RTGS	Real-time gross settlement
SCC	Special Conditions of Contract
SOW	Scope of Work
SRS	System Requirement Specifications
TDS	Tax Deducted at Source
VAT	Value Added Tax
WAMS	Works and Asset Management